

FILED

AUG 9 1962

Registration Section
U.S. DEPT. OF JUSTICE

UNITED STATES DEPARTMENT OF JUSTICE
WASHINGTON, D. C.

EXHIBIT C

REGISTRATION No. 1481

TO REGISTRATION STATEMENTS

Under the Foreign Agents Registration Act of 1938, As Amended

Furnish this exhibit for each FOREIGN PRINCIPAL of the Registrant.

THIS EXHIBIT WILL NOT BE ACCEPTED FOR FILING UNLESS IT IS REASONABLY COMPLETE AND ACCURATE.

1. Name and address of Registrant. Ruder & Finn, Incorporated
130 East 59th Street
New York 22, N.Y.
2. (a) Name of Foreign Principal. Japanese External Trade Organization

(b) Principal address of Foreign Principal. 393 Fifth Avenue
New York, N.Y.

3. If the Foreign Principal is a foreign government, state the following:

Branch or agency thereof represented
by Registrant

Name and title of official with
whom Registrant deals

Inapplicable

4. If the Foreign Principal is an individual (natural person), state - Inapplicable

(a) All present business and residence addresses not given under item 2(b).

(b) Citizenship or nationality:

(c) If an officer, employee, or agent of a foreign government, foreign political party, or any official or agency thereof, state -

Name of such government,
political party, official, or
agency

Nature of Foreign Principal's
office, employment, or
agency

Nature of any subsidy
or other financial
arrangement

5. If the Foreign Principal is not an individual (natural person) or a foreign government, state the following:

(a) Type of Foreign Principal's organization.

Committee _____ Voluntary group _____ Association X _____

Partnership _____ Corporation _____ Foreign Political Party _____

Other (specify) _____

(b) Date and place of organization. February 1958, Japan

Term 1d
9-30-86

(c) All partners, officers, directors, and similar officials of the Foreign Principal.

Name and address of official

Position, office or nature of duties

Eihiro Fujise
393 Fifth Avenue
New York, N.Y.

Executive Director

(d) List, if any, all of the Foreign Principal's branches and local units and other component or affiliated groups or organizations in the United States and elsewhere.

*Name and address of branch, unit
group, or organization*

*Nature of connection with foreign
principal*

New York Trade Center, New York, N.Y.
San Francisco Trade Center, San Francisco, Calif.
Toronto Trade Center, Toronto, Canada
Cairo Trade Center, Cairo, Egypt
Hong Kong Trade Center

Representative or service office

" "
" "
" "
" "
" "

(e) Branch or group, if any, represented by Registrant.
Chicago Trade Center, Chicago, Illinois

" "

New York Trade Center, 393 Fifth Avenue, New York, N.Y.

6. If the Foreign Principal is not a foreign government but is supervised, directed, or controlled by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of supervision,
direction or control*

Inapplicable

7. If the Foreign Principal is not a foreign government but is financed or subsidized in any way by a foreign government, foreign political party, or an official or agency thereof, or by any other person or persons, state -

*Name of such government, political
party, or other persons*

*Nature and extent of such financing
or subsidization*

The Japanese External Trade Organization is subsidized by the Ministry of International Trade and Industry (approximately 80%) and by private industry (approximately 20%)

8. If the Foreign Principal is not a foreign government, state nature of all its businesses, occupations or functions:

The Japanese External Trade Organization was organized for the purpose of developing the foreign trade of Japan. The Japanese External Trade Organization provides potential investors in Japan with information about opportunities in Japan as well as providing information in the United States about Japanese products and commodities.

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CONTRACT

The Japan Trade Center, New York, and Ruder and Finn Incorporated, hereby conclude the following contract to facilitate and promote Japan's export trade with the United States.

Article 1

Ruder and Finn shall constantly make proposals, give advice and consult with the Japan Trade Center, New York, concerning public relations in order to achieve the aforementioned purposes.

Article 2

Ruder and Finn shall provide the Japan Trade Center, New York, with necessary information and data concerning public relations.

Article 3

Ruder and Finn shall complete and write proper news stories for the Japan Trade Center, New York and, subject to the latter's approval, shall issue or release them to the proper and influential media.

Article 4

Ruder and Finn shall carry out the following activities when requested by the Japan Trade Center, New York:

1. Planning, writing, editing, publishing and distribution of trade bulletins and other booklets.
2. Arrangements for having interviews and talks with traders concerned, the press and other influential persons, and conferences, gatherings and events of various kinds.
3. The insertion of advertisements in newspapers, magazines and other publications and publicity by means of radio and TV and other media.

4. Other activities approved as proper, jointly agreed upon by the Japan Trade Center and Ruder and Finn.

Article 5

Ruder and Finn shall establish a so-called "Japan Desk" in his office to handle the aforementioned public relations activities and assign an account executive and two staff members. The account executive shall adjust public relations matters which Ruder and Finn shall handle for the Japan Trade Center. At the same time he shall have the privilege to make full use of the entire organization of Ruder and Finn. The two staff members shall be in charge of publicity and other public relations business, which Ruder and Finn shall handle for the Japan Trade Center, as well as all necessary PR survey work.

Ruder and Finn shall obtain approval of the Japan Trade Center in selecting the account executive and the two other staff members.

Article 6

The Japan Trade Center shall pay \$4,000.00 monthly in local currency to Ruder and Finn as fee for the above services. In case the Japan Trade Center requests Ruder and Finn to carry out public relations activities as stipulated in Articles 3 and 4, the former shall pay the expenses to the latter within the required estimate obtained in advance from him. The expenses, however, shall cover the actual amount spent and shall not include an extra "commission" or fee to Ruder and Finn.

Article 7

Ruder and Finn shall bill the Japan Trade Center, New York, monthly for the fee and the expenses referred to in Article 6. Payment to Ruder and Finn shall be made within 15 days of invoice.

Article 8

Ruder and Finn must submit a report on every month's activities and "Japan-U.S. Trade Climate In the U.S." by the 15th of the following month. Ruder and Finn must submit a so-called "Review Quarterly" summarizing his activities over every three-month period once in every three months.

Article 9

The contract shall be valid from October 1, 1961 until March 31, 1962. However, the Japan Trade Center, New York, shall negotiate with Ruder and Finn on its renewal before January 31, 1962. In case either the Japan Trade Center, New York or Ruder and Finn intends to cancel the contract, a written notice must be given to the other party 30 days in advance. In the event of cancellation Ruder and Finn must complete the activities already requested or approved by the Japan Trade Center, New York and then shall demand the expenses required for them.

Article 10

The Japan Trade Center, New York however, shall be able to cancel the contract with only a three-week notice in advance if the Japan Trade Center, New York, recognizes that Ruder and Finn turns over to a third party, inherit or entrust him or permits him to undertake the rights and obligations arising from the contract without approval of the Japan Trade Center, New York.

Article 11

If the contract is cancelled under the above Article, Ruder and Finn shall be in no position to demand compensation in any form from the Japan Trade Center, New York. However, as to the activities already requested or approved by the Japan Trade Center, New York, the Japan Trade Center, New York, shall pay expenses for what has been done as

regards those projects which can be stopped and for the completion for those projects or activities which cannot be stopped.

Article 12

If there should arise any doubts about the stipulations of the contract or items which are not stipulated in the contract, consultations will be held between the Japan Trade Center, New York, and Ruder and Finn and they shall be settled in good faith. As evidence of the conclusion of the contract, two copies of the text shall be made and each will be kept by both parties.

ACCEPTED AND AGREED

For the Japan Trade Center
New York

For Ruder & Finn, Inc.

[Signature]
Dec 18, 1961
DATE

[Signature]
Dec 15, 1961
DATE

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AUG 7 1962
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